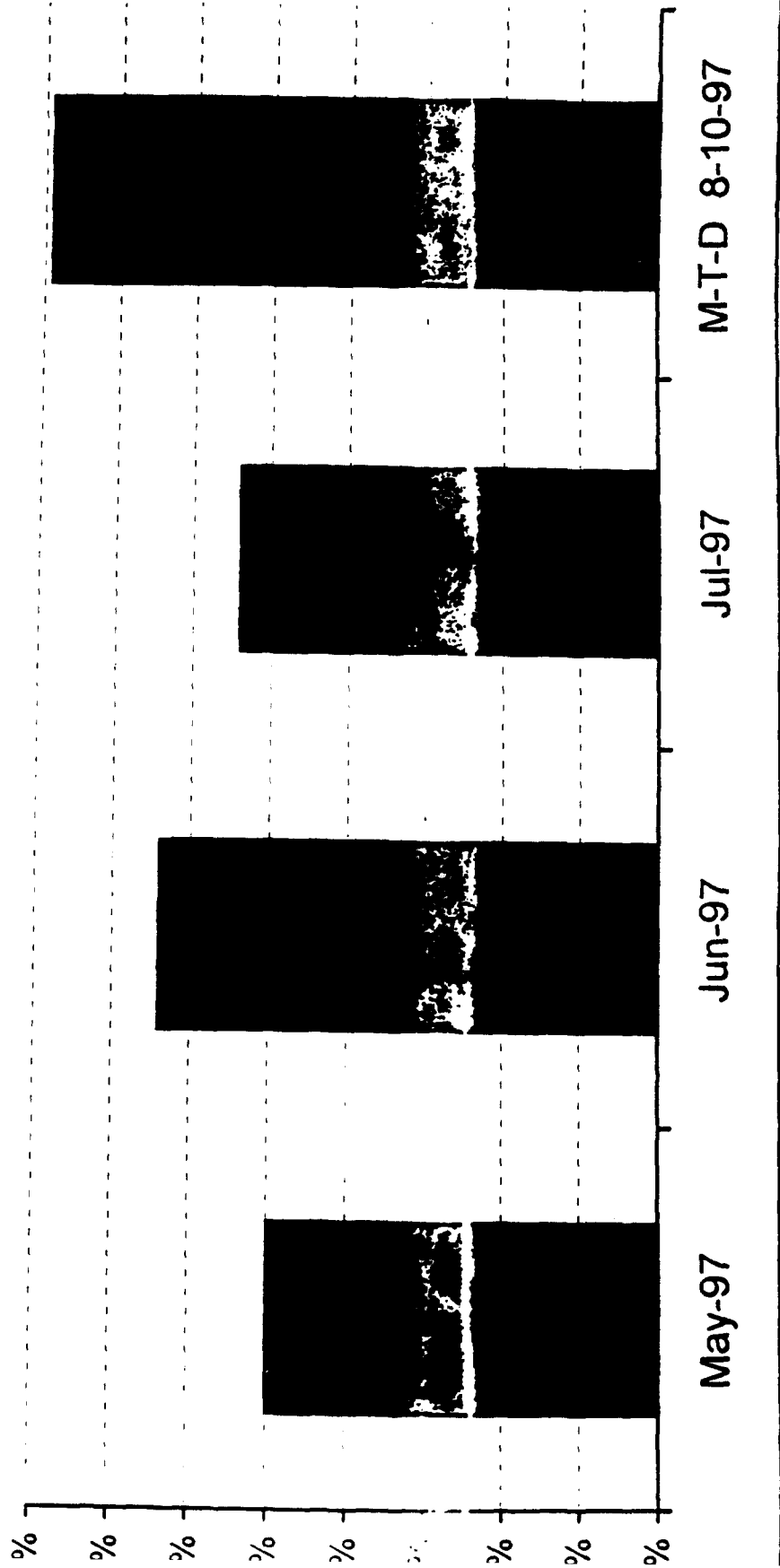
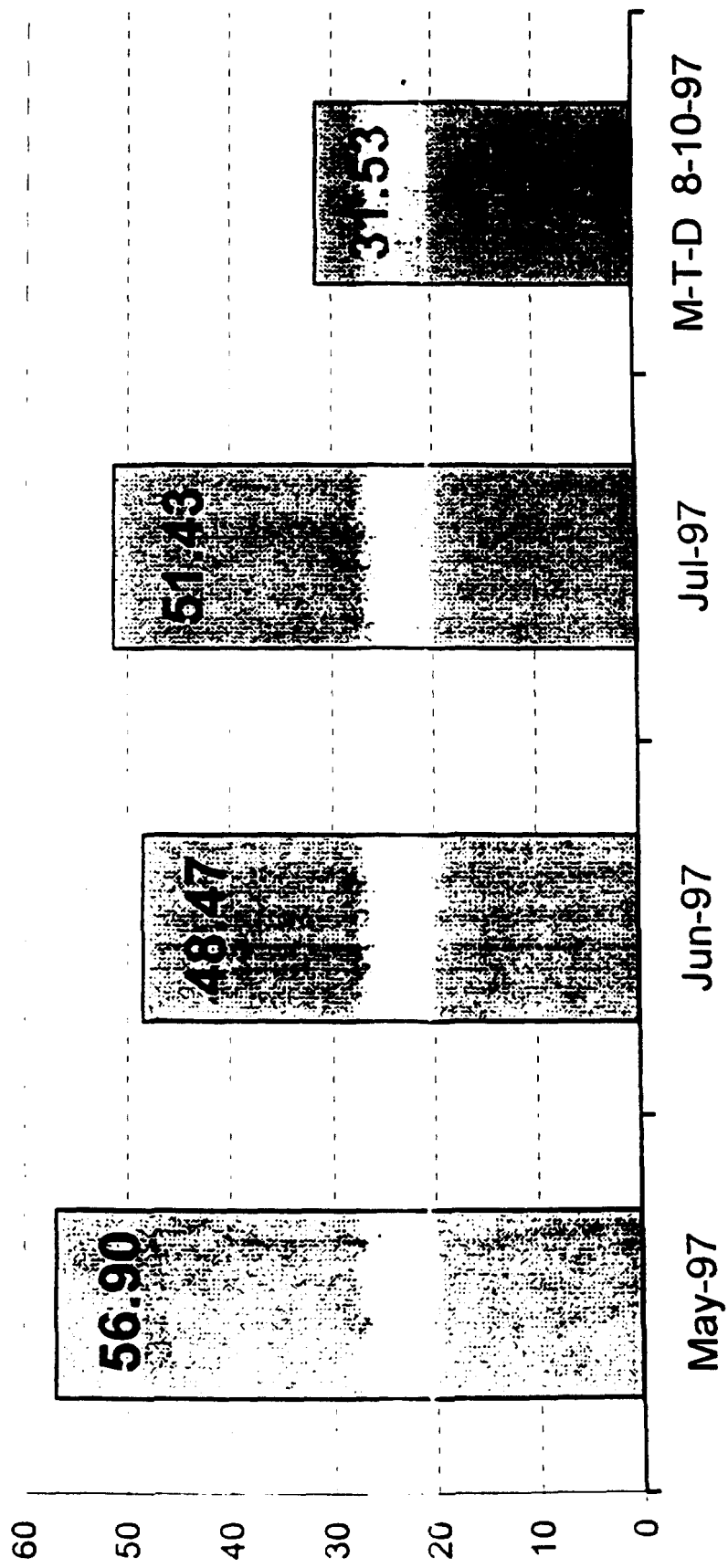


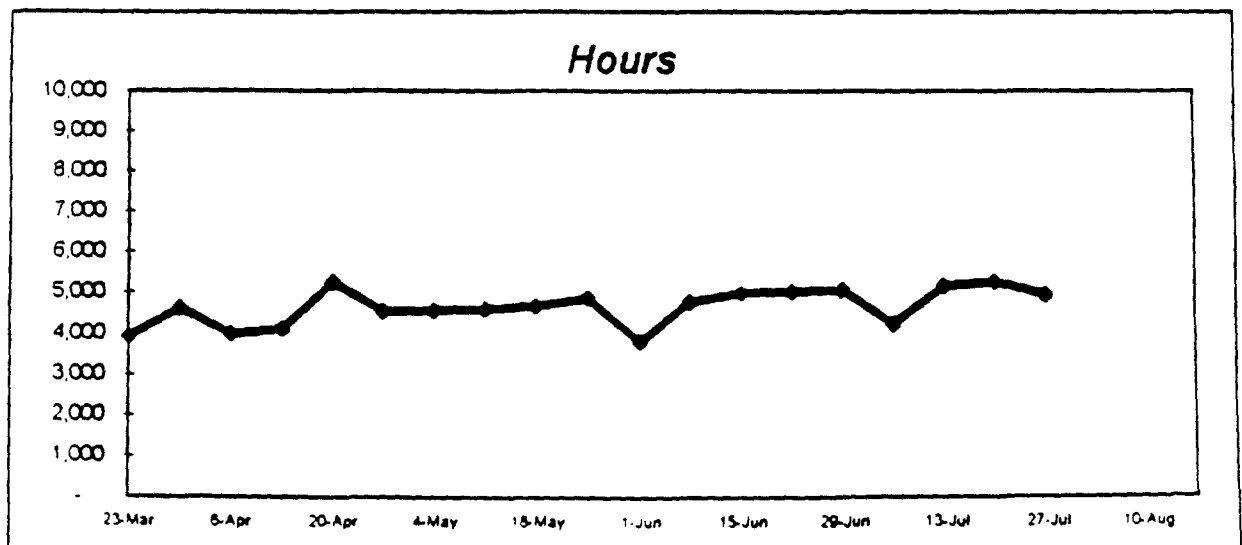
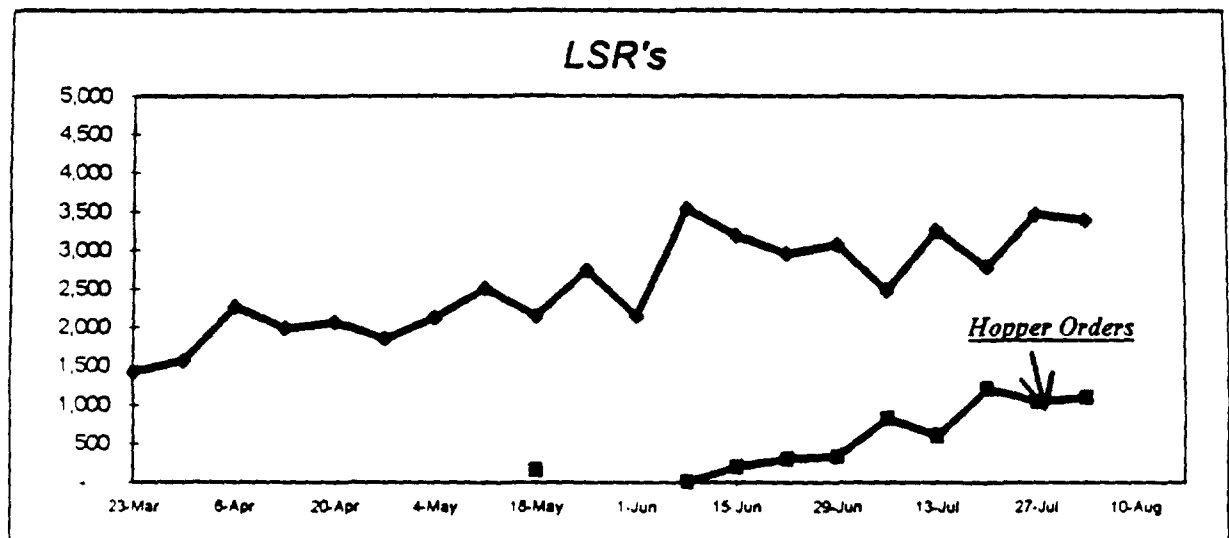
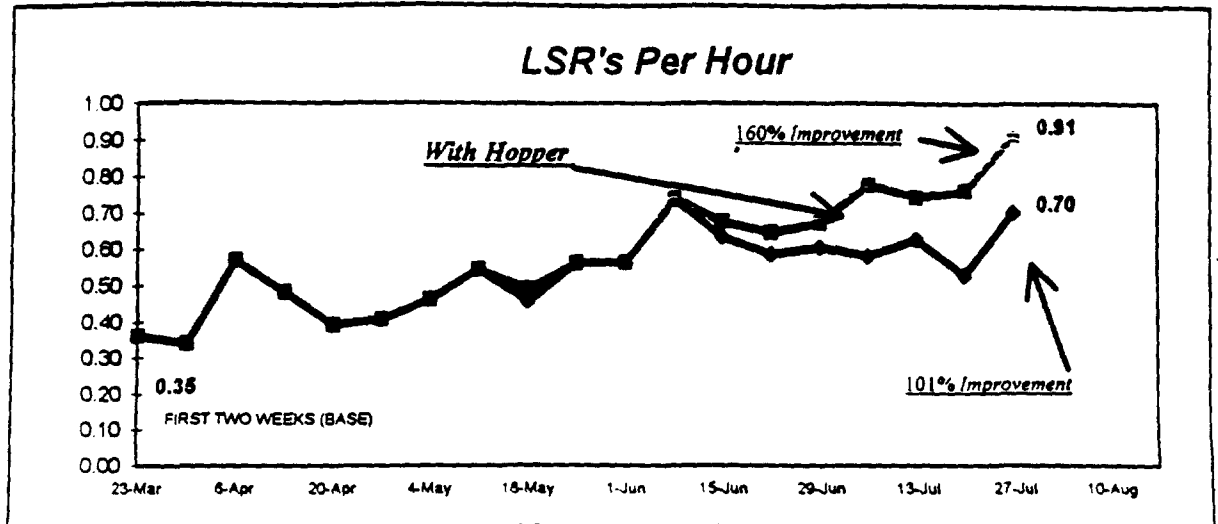
# % OF LSR'S FOC'D < 48 HOURS



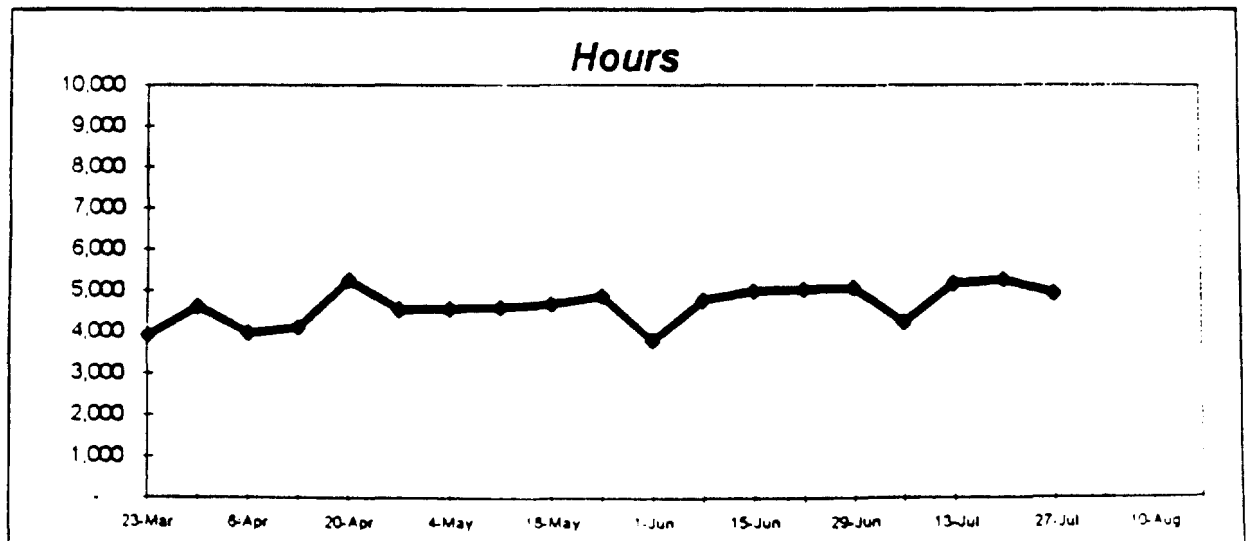
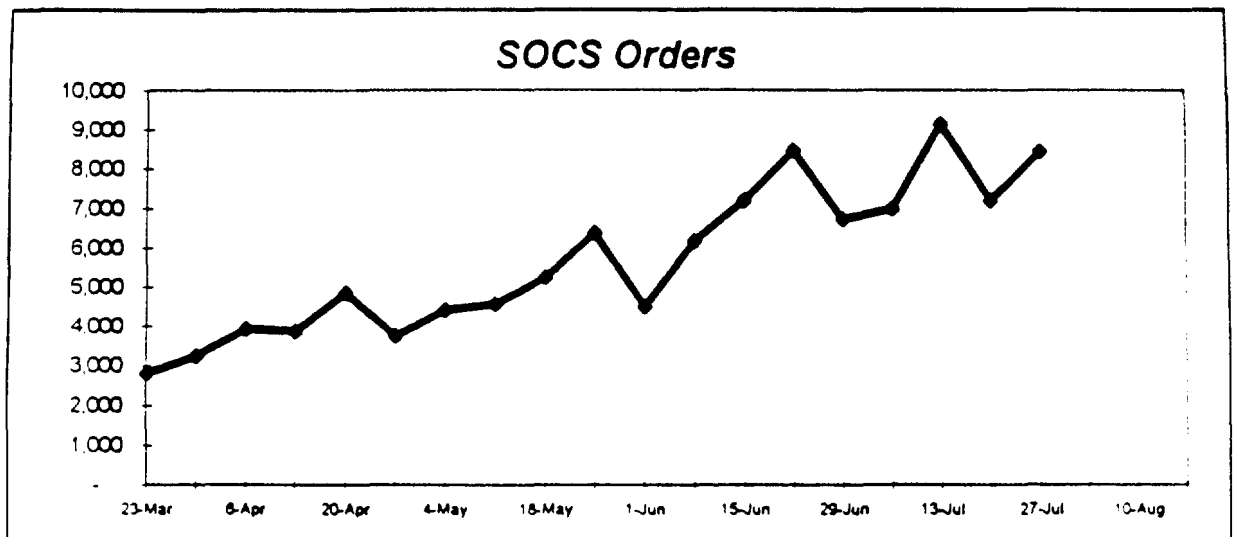
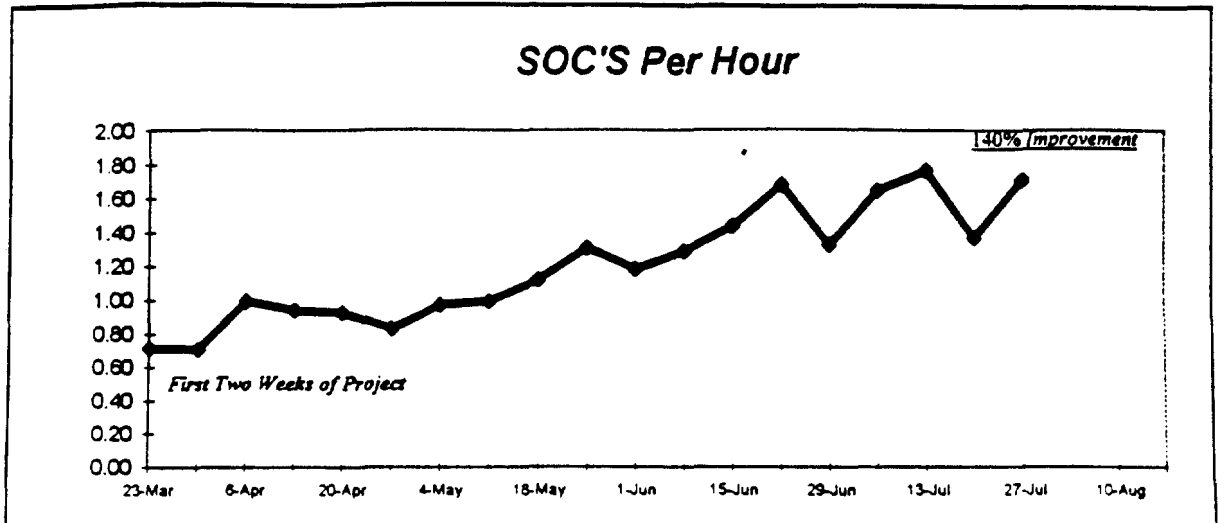
# DURATION TIME - LCSC



BellSouth  
LCSC



BellSouth  
LCSC



## CAPACITY / CAPABILITY

ITEM	BIRMINGHAM	ATLANTA	TOTAL LCSC
SERVICE REPS	79	63	142
HOURS / DAY	7.5	7.5	7.5
HOURS AVAILABLE	592.5	472.5	1065
%TRAIN,VAC ABS	23%	23%	23%
NET HOURS AVAIL	456	364	820
LSR'S/HR CAPACITY	3.46	4.80	4.05
LSR'S/HR DEMO	1.84	2.16	1.98
DAILY VOL CAPACITY	1578	1747	3325
DAILY VOL CAPABILITY	839	786	1625
PERCENT OF CAPACITY	53%	45%	49%



JAN-08-97 16:22 FROM: REED SMITH WASH 128 OR ID: 2024149299  
03/17/96 03:15 INTERCONNECTION SERVICES GROUP

© BELL SOUTH

BellSouth Interconnection  
South 1461  
3535 Calanade Parkway  
Birmingham, Alabama 35243

Richard A. Dender  
Account Manager

September 10, 1986

Mr. Tom Allen  
Vice President - Strategic Planning  
Intermedia Communications, Inc.  
3625 Queen Palm Drive  
Tampa, Florida 33618

Dear Tom:

In regard to your letter of July 11, 1986, BellSouth can provide the unbundled frame relay loop and the unbundled ISDN loop as requested by Intermedia Communications, Inc. (ICI). However, BST cannot provide the "line side loop unbundling that supports a multi-host environment".

The frame relay loop can be provisioned by using the loop portion of BST's existing DDAS or SynchroNet services. BST will provision these services at their existing tariffed rates. Also, BST has developed unbundled ISDN loops and can provision them in Florida for \$43.00 per month. BST understands that it may have to re-price these services at TELRIC if that portion of the FCC Order becomes final.

Concerning the request for "line side loop unbundling that supports a multi-host environment", our staff has reviewed ICI's comments to the FCC on this matter and have determined that BellSouth's operations and support systems, particularly the Loop Facilities Assignment and Control System (LFACS) and Trunk Inventory and Record Keeping System (TIRKS), cannot handle assignment and administration of this small portion of a carrier system. Manual records would need to be maintained that would conflict with BellSouth's mechanized systems.

There is no technically feasible method to segregate the concentration portion of the carrier system from the feeder transport to it. The systems are designed as a single entity and cannot be separated. This means that the concentration portion and the feeder transport portion are one entity. They provide the necessary facilities to transport and concentrate loop facilities from the central office to the remote terminal.

If you would like to discuss this further, please call me at 205-877-5888.

Sincerely,



Rich Dender





1 Q Yes.

2 A Is that the issue?

3 Q That is correct.

4 A I'm aware that there has been a lot of  
5 discussion between Intermedia and BellSouth with respect  
6 to those particular loops. There's a long history  
7 associated with that, associated with whether or not it  
8 was even a requirement of the Intermedia agreement.  
9 We've, I think, worked our way through that, and as far  
10 as I know, we've finally reached accommodation and a  
11 means of provisioning that to you.

12 Q That's as an interim resale arrangement as  
13 opposed to the provision of unbundled loops; is that not  
14 the case?

15 A Well, we've reached the interim retail  
16 arrangements some months ago. It was sometime, I think,  
17 last year is where we reached that. I understood that  
18 some time, oh, around May, June, somewhere in that time  
19 frame, we have reached an agreement with -- to provide  
20 you with the actual unbundled elements.

21 Q Let me ask this as a hypothetical then. Let's  
22 assume that BellSouth has been unable and continues to  
23 be unable to provision the -- a subloop unbundled  
24 element and the digital 4-wire loops that Intermedia has  
25 requested. Let's assume that as a hypothetical.

1           Is it BellSouth's contention that the fact  
2 that it lists unbundled loop distribution -- well,  
3 4-wire unbundled digital loops and subloop unbundled  
4 distribution in its statement, is basis enough to obtain  
5 271 relief?

6           A     No, that's not actually true. There are two  
7 parts to your question. One is that the specific loops  
8 that Intermedia has requested, first, those loops have  
9 to be identified as a network element that we are  
10 required to provide in order to show checklist  
11 compliance.

12           If that is the case, then we would obviously  
13 have to provide those loops upon request with  
14 Intermedia. If those loops are not required to be  
15 provided under the Telecom Act, then, no, it wouldn't --  
16 it would have no impact on checklist compliance. And as  
17 I understand it, the loops that Intermedia has been  
18 requesting, I think they're called frame relay loops,  
19 are ~~not~~ designated network elements.

20           Q     So does BellSouth -- is that also BellSouth's  
21 position with subloop unbundled -- unbundled subloop  
22 elements?

23           A     Unbundled subloop elements of loops that are  
24 not required to be offered, yes. It is not our position  
25 with respect to subloop elements for the ones that are

1 required to be offered, like 2-wire analog and 4-wire  
2 analog and DS-1, and whatever subloop unbundling has  
3 been identified as an unbundled network element for.  
4 But if it's a subloop of a loop that we don't have to  
5 offer, then --

6 Q How about other loops, like digitally  
7 conditioned 64 and 56 kilobit loops? Are those -- can  
8 BellSouth obtain 271 authorization without providing  
9 those as unbundled network elements?

10 A Again, I don't know if you're referring to a  
11 loop that is in fact one that we're required to offer or  
12 not. If you are referring to one that we are required  
13 to offer, then -- and somebody has asked for it, then we  
14 would have to offer it, within whatever the time frame  
15 is that we're required to and under the terms and  
16 conditions that we have to offer it. Based on that  
17 description, I can't tell whether that's one that we  
18 have to offer or not.

19 COMMISSIONER CLARK: Mr. Varner, let me follow  
20 up on that. Is it your testimony that if it is a  
21 designated network element that you have to offer, that  
22 using the bona fide request process is sufficient to  
23 meet the requirement that prices for that element be  
24 cost-based?

25 WITNESS VARNER: Yes, in the instance that

1 we've used it for those subloop elements, because the  
2 bona fide request process requires that the price be  
3 cost-based.

4 COMMISSIONER DEASON: How does that process  
5 work, that a bona fide request is deemed to place an  
6 item at cost?

7 WITNESS VARNER: It doesn't necessarily mean  
8 that the price will be at cost. It means that the price  
9 will be based on cost. And it's similar to a process  
10 that we've had for sometime called special assemblies,  
11 where people want something that's somewhat unique and  
12 they request it, and we go and determine what is the  
13 cost of providing that particular item to that specific  
14 customer in the specific circumstances that they've  
15 asked for it, and then we would establish a price for it  
16 based on their specific set of circumstances.

17 COMMISSIONER DEASON: So under that process,  
18 you identify a procedure you will follow to identify the  
19 cost of providing that on a case-by-case basis?

20 WITNESS VARNER: Yes. And that process is  
21 included in the statement. It's identified in the  
22 statement what that process is, and it has in there  
23 commitment dates by which we would get back to them with  
24 information and so forth to process their request. And  
25 it has the commitment that the prices would be

1 other enhanced service provider traffic dated August  
2 12th.

3 CHAIRMAN JOHNSON: I'll mark this as Exhibit  
4 17 and give it the short title BellSouth August 12th  
5 Letter Regarding Enhanced Service Providers Traffic.

6 (Exhibit No. 17 marked for identification.)

7 CHAIRMAN JOHNSON: Sir, how much more  
8 questioning do you have, if you could estimate the  
9 time?

10 MR. CANIS: I would assume about 15 minutes,  
11 possibly 20.

12 CHAIRMAN JOHNSON: Any other questions?

13 MR. FINCHER: I have about two questions.

14 CHAIRMAN JOHNSON: Is that it then? Okay.

15 Q (By Mr. Canis) Mr. Varner, I would like to  
16 direct your attention to the first paragraph, fifth line  
17 down at the end of that sentence, it says, every  
18 reasonable effort will be made to ensure that ESP  
19 traffic does not appear on our -- that is BellSouth --  
20 bills, and such traffic should not appear on your  
21 bills -- that is CLEC bills -- to us.

22 Does the fact that BellSouth is talking about  
23 every reasonable effort suggest to you that some of that  
24 traffic is in fact passed through to CLECs in a mutual  
25 compensation arrangement?

1           A     No, it does not. What it suggests to me is  
2 that we will take every step to ensure that it is not  
3 passed through to CLECs. The more -- I think the first  
4 statement of this letter is consistent with what I've  
5 said. It says, the purpose of this letter is to call to  
6 your attention that our interconnection agreement  
7 applies only to local traffic. That's been the case  
8 with interconnection agreements from their inception.

9                     And it goes on to explain that this ISP  
10 traffic is jurisdictionally interstate and thus is not  
11 subject to the interconnection agreements.

12                    And the statement that you read was our  
13 commitment to ensure that we don't bill you for that  
14 traffic and asking you not to bill us for that traffic.

15           Q     At anytime in the past, to your knowledge, has  
16 BellSouth included local calls made to Internet service  
17 providers and the traffic it passes off to CLECs for  
18 mutual compensation?

19           A     Well, there's no way to pass off a local call  
20 to an Internet service provider because the traffic is  
21 interstate, so we can't pass you a local call. The call  
22 that we pass you would be an interstate call.

23                    COMMISSIONER DEASON: And is it interstate  
24 because that's the way the FCC has defined it?

25                    WITNESS VARNER: Yes, it's been

1 jurisdictionally defined as interstate traffic.

2 Q (By Mr. Canis) How are those calls rated?

3 A I don't know. It depends on where they  
4 originate and what kind of service the originating  
5 customer has as to how they would be rated.

6 Q In fact, aren't those calls rated out of  
7 BellSouth's local tariff, and in fact, isn't that what  
8 the FCC has required?

9 A What the FCC has said is that the traffic is  
10 jurisdictionally interstate but access charges do not  
11 apply; and has said, if I remember it -- I can't get  
12 this exactly right, but what they have said is that the  
13 charges for that traffic shall be the local service  
14 charges that would normally apply for that type of  
15 facility. This is the same arrangement that's been in  
16 place for years with CompTel and CompuServ, I think, and  
17 other places wherein they've been allowed to utilize --  
18 they're just basic LFBs and LFRs -- to provide enhanced  
19 service provider traffic without the payment of access  
20 charges. And they've received an exemption from access  
21 charges, but the FCC has consistently maintained that  
22 the traffic is in fact jurisdictionally interstate.  
23 They're just saying that the charges for it will be the  
24 same as the charges for local service.

25 Q If I'm a residential user on BellSouth's

1 network and I want to make a call, I use BellSouth's  
2 Internet subsidiary, BellSouth.com, as my Internet  
3 service provider and I make a call to BellSouth.com, do  
4 I pay local charges out of BellSouth's local tariff?

5 A You mean dot net?

6 Q I'm sorry, dot net.

7 A I had to do that.

8 Q Thank you.

9 A But if you -- are you the end user or are  
10 you -- you have to tell me whether you're the end user.

11 Q I'm an end user.

12 A You're an end user. What happens is when you  
13 make a call to their server, if they have a local  
14 presence, which many Internet providers do, they set up  
15 something akin to foreign exchange arrangements, so  
16 customers can call in to a local number, and then they  
17 carry the call to wherever they happen to be located.  
18 Then you would be making a local call. It's just like  
19 you would if you were calling a foreign exchange line.

20 Q Is BellSouth's position on the definition of  
21 local calls made to Internet service providers an  
22 accepted industry standard, or is that a controversial  
23 issue?

24 A I don't know. As far as the fact that  
25 interconnection agreements supplying the local traffic



1 only, as far as I know, all of the RBOC's  
2 interconnection agreements do the same thing in that  
3 regard. Obviously the FCC's rules about this traffic  
4 being interstate is certainly an industry standard that  
5 everybody complies with.

6 Q Doesn't the FCC currently have two pending  
7 rulemaking proceedings addressing this issue?

8 A Evidently, according to this letter, there  
9 are.

10 Q Are you familiar with those proceedings at the  
11 FCC?

12 A Not the current status. I believe those are  
13 the proceedings on access reform. The other one on  
14 treatment of interstate information service providers  
15 I'm not. I'm somewhat familiar with the one on access  
16 reform. Not with respect to this question, but with  
17 respect to the other issues of what they did on access  
18 reform.

19 Q So you're not familiar then that while all the  
20 LECs make the same argument that BellSouth does in  
21 filings before the FCC, every competitive carrier  
22 contended exactly the opposite, that this was local  
23 traffic subject to mutual compensation?

24 A That doesn't surprise me at all. Over the  
25 years the issue of appropriate charges to apply for

1 information service or enhanced service providers has  
2 been one that's been debated many times. The  
3 application of access charges is usually the point of  
4 the debate, and it always breaks down exactly as you  
5 described. You have the local exchange companies saying  
6 that access charges should apply and the ILECs saying  
7 that no -- I mean the information service providers,  
8 saying no, they shouldn't.

9 Q Would you characterize this then as an issue  
10 that is in dispute?

11 A I don't know whether it's in dispute because I  
12 don't know that there's any sort of complaint or  
13 whatever pending. I would characterize it as an issue  
14 where there are two different points of view as to how  
15 it should be resolved.

16 Q Are you aware that dispute resolution  
17 provisions in the interconnection agreements negotiated  
18 between BellSouth and Intermedia?

19 A Would you repeat that please?

20 Q Are you familiar with the dispute resolution  
21 provisions of the interconnection agreement negotiated  
22 between BellSouth and Intermedia?

23 A No, I am not.

24 Q Are you aware generally of dispute resolution  
25 provisions in interconnection agreements executed by

1 BellSouth?

2 A No, I am not.

3 Q So if I were to tell you that the  
4 interconnection agreements negotiated by Intermedia  
5 required disputes to be referred to the appropriate  
6 state commission for resolution, and do not authorize  
7 unilateral action by either party, you wouldn't have any  
8 position one way or the other on that?

9 A As I said, I'm not familiar with the  
10 provisions. I don't know what they say.

11 Q On Page 44 of your rebuttal testimony, and I'm  
12 looking at Line 24 and 25 --

13 A What page was that?

14 Q I'm sorry, Page 44, bottom of the page, Lines  
15 24 and 25. You state, "To my knowledge, the DOJ has no  
16 particular expertise in OSS or in the technical  
17 requirements of providing telecommunications services."

18 On the next page, a couple sentences down,  
19 "Thus, DOJ's opinion concerning OSS or checklist  
20 compliance are not binding or persuasive."

21 Do you have any knowledge of the DOJ's 271  
22 review process?

23 A Yes, I believe I do. In -- to the extent that  
24 the review process is reflected in the comments that  
25 they have filed to the FCC.

1           Q     Did those comments include statements by  
2 technical experts on OSS systems that were hired by DOJ?

3           A     I remember there were some affidavits. I do  
4 not remember whether any of them were technical experts  
5 on OSS systems. From what I recall the affidavits were  
6 from economists.

7           Q     So you don't know whether DOJ has hired expert  
8 outside consultants to assist it in reviewing OSS issues  
9 for its 271 reviews?

10          A     No, and I didn't see any evidence of it in  
11 their filing.

12          Q     I would like to refer you to Page 66 of your  
13 rebuttal testimony. In there on Line 12 you state, "In  
14 fact, BellSouth currently offers rebundled elements."  
15 Are you familiar with a term -- I don't know, it's a  
16 technical term -- I think it's a popular term called  
17 GLUE charges?

18          A     I've heard something talked about.

19                COMMISSIONER GARCIA: Would you repeat that?

20                MR. CANIS: Yes, references to a term called  
21 GLUE, G-L-U-E, charges.

22          Q     (By Mr. Canis) Let me just explain what I  
23 think GLUE charges are, and perhaps we can use this as a  
24 basis for further discussion. Some parties consider the  
25 term "GLUE charges" as an additional charge above and





BellSouth Telecommunications, Inc. 404 927-7150  
Room 4428 Fax 404 420-8231  
675 West Peachtree Street, N.E. Internet: Ernest.L.Bush  
Atlanta, Georgia 30375 @bridge.bellsouth.com

Ernest L. Bush  
Assistant Vice President -  
Regulatory Policy & Planning

SN91081223

August 12, 1997

To: All Competitive Local Exchange Carriers  
Subject: Enhanced Service Providers (ESPs) Traffic

The purpose of this letter is to call to your attention that our interconnection agreement applies only to local traffic. Although enhanced service providers (ESPs) have been exempted from paying interstate access charges, the traffic to and from ESPs remains jurisdictionally interstate. As a result, BellSouth will neither pay, nor bill, local interconnection charges for traffic terminated to an ESP. Every reasonable effort will be made to insure that ESP traffic does not appear on our bills and such traffic should not appear on your bills to us. We will work with you on a going forward basis to improve the accuracy of our reciprocal billing processes. The ESP category includes a variety of service providers such as information service providers (ISPs) and internet service providers, among others.

On December 24, 1996, the Federal Communications Commission (FCC) released a Notice of Proposed Rule Making (NPRM) on interstate access charge reform and a Notice of Inquiry (NOI) on the treatment of interstate information service providers and the Internet. Docket Nos. 96-262 and 96-263. Among other matters, the NPRM and NOI addressed the information service provider's exemption from paying access charges and the usage of the public switched network by information service providers and internet access providers.

Traffic originated by and terminated to information service providers and internet access providers enjoys a unique status, especially call termination. Information service providers and internet access providers have historically been subject to an access charge exemption by the FCC which permits the use of basic local exchange telecommunications services as a substitute for switched access service. The FCC will address this exemption in the above-captioned proceedings. Until any such reform affecting information service providers and internet access providers is accomplished, traffic originated to and terminated by information service providers and internet access providers is exempt from access charges. This fact, however, does not make this interstate traffic "local", or subject it to reciprocal compensation agreements.

Please contact your Account Manager or Marc Cathey (205-977-3311) should you wish to discuss this issue further. For a name or address change to the distribution of this letter, contact Ethyllyn Pugh at 205-977-1124.

Sincerely,

A handwritten signature in cursive script that reads "E. L. Bush".

## CERTIFICATE OF SERVICE

I, Enrico C. Soriano, hereby certify that I have on this 20th day of October, 1997, served a copy of the foregoing comments upon the individuals listed below, by hand-delivery or U.S. first class mail, postage prepaid:

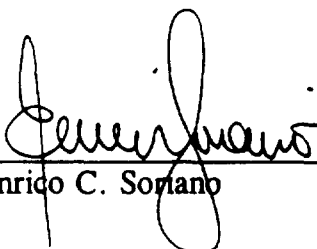
Janice Myles\*  
Policy and Program Planning Division  
Common Carrier Bureau  
Federal Communications Commission  
Room 544  
1919 M Street, N.W.  
Washington, D.C. 20554

Donald J. Russell\*  
Telecommunications Task Force, Antitrust Division  
Department of Justice  
Room 8205  
555 Fourth Street, N.W.  
Washington, D.C. 20001

ITS, Inc.\*  
1231 20th Street, N.W.  
Washington, D.C. 20036

Charles W. Ballentine, Executive Director  
South Carolina Public Service Commission  
111 Doctors Circle  
Columbia, SC 29203

Walter H. Alford  
BellSouth Corporation  
1155 Peachtree Street, N.E.  
Atlanta, GA 30367

  
\_\_\_\_\_  
Enrico C. Soriano





DUPLICATE

KDW STAMP-IN

**BEFORE THE  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

**RECEIVED**

NOV 14 1997

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

Application by BellSouth Corporation, )  
BellSouth Telecommunications, Inc., )  
and BellSouth Long Distance, Inc. for )  
Provision of In-Region, InterLATA )  
Service in South Carolina )

Docket No. CC 97-208

---

**REPLY COMMENTS OF INTERMEDIA COMMUNICATIONS INC.  
IN OPPOSITION TO THE REQUEST FOR  
IN-REGION, INTERLATA RELIEF**

---

Jonathan E. Canis  
Enrico C. Soriano  
**KELLEY DRYE & WARREN LLP**  
1200 19th Street, N.W.  
Suite 500  
Washington, D.C. 20036  
(202) 955-0600  
(202) 955-9792 (facsimile)

**Attorneys for Intermedia  
Communications Inc.**

November 14, 1997